

**GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT**

(G.O. Rt. No. 97/Lab./AIL/J/2014, dated 17th June 2014)

NOTIFICATION

Whereas, an award in I.D. (L) No. 55/2012, dated 12-4-2014 of the Labour Court, Puducherry in respect of the industrial dispute between the Vinayaka Missions Medical College and Hospital, Karaikal and Thiru D. Jayaprakash, over non-employment has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) read with the notification issued in Labour Department's G.O. Ms. No. 20/91/Lab./L, dated 23-5-1991, it is hereby directed by Secretary to Government (Labour) that the said award shall be published in the official gazette, Puducherry.

(By order)

S. THAMMU GANAPATHY,
Under Secretary to Government (Labour).

BEFORE THE LABOUR COURT AT PONDICHERRY

*Present : Tmt. S. MARY ANSELAN, M.A., M.L.,
Presiding Officer (FAC),
Labour Court.*

Saturday, the 12th day of April 2014.

I.D. (L) No. 55/2012

D. Jayaprakash	..	Petitioner
	<i>Versus</i>	
The Management, M/s. Vinayaka Missions Medical College and Hospital, Karaikal.	..	Respondent

This industrial dispute coming on 5-4-2014 for final hearing before me in the presence of Thiru P. Muthukrishnan, Counsel for the petitioner, Thiruvallargal R. Ilancheliyan and R. Thilagavathi, Counsel for the respondent, upon hearing both sides, upon perusing the case records, after having stood over for consideration till this day, this court passed the following :

AWARD

This industrial dispute has been referred as per the G.O. Rt. No. 206/ AIL/Lab./J/2011, dated 25-11-2011 for adjudicating the following:

(1) Whether the dispute raised by Thiru D. Jayaprakash, against the management of M/s. Vinayaka Missions Medical College and Hospital, Karaikal, over non-employment is justified?

(2) If justified, to what relief the petitioner is entitled to?

(3) To compute the relief in terms of money, if it can be so computed?

2. The facts giving rise to this industrial dispute as stood exposed from the claim petition runs thus:

The petitioner he was working as driver in the Vinayaka Missions Medical College and Hospital, Karaikal, in the year 2000, on contractual basis for 121 months with the date of joining on consolidated pay of ₹ 2,500 per month. But the payment order was dated 18-6-2003 then on 30-3-2010 the petitioner was removed from service the last pay received by the petitioner is ₹ 5,500 he has given an complaint before the Labour Officer, Karaikal and the matter was not settled and the report is dated 26-9-2011. Since, there was water curiosity in the Vinayaka Missions Medical College and Hospital canteen and quarters, the management made an arrangement to bring water through tanker lorries. So far that purpose more than seven heavy vehicle drivers were appointed and deposited water. The petitioner had worked in the management for eight years continually from 18-6-2003 onwards, a consolidated pay of ₹ 2,500 was given to him.

The petitioner had worked in that institution for more than 240 days continually he was not given any earlier notice. Salary or compensation after removing him from his work some other person was appointed for that post no proper departmental enquiry was conducted in this matter. So the termination of service is not legal and so he has filed this petition with prior that the termination order, dated 31-3-2010 is illegal and direct the management to give him employment again with continuity of service with back wages and other benefits. But the petitioner has also proved certain facts. He has denied that three months was not given to him and compensation was not given to him and so on. But, it is proved by the respondent through records. So the procedure adopted after the termination of service of the petitioner is not illegal and it is correct one.

It is very clear that the respondent institution had several work in the drivers and so there is no necessity to terminate the service of the petitioner who has work there for continuous period of eight years they can give driver job in some other vehicle. If the tanker lorry is no more required they can give him job as a driver in some other vehicle like college bus, ambulance and so on. So the termination of service is not legal. There is violation of natural justice in this regard. Hence the petitioner sought for declaration that the termination of service order, dated 31-3-2010 is illegal and he sought for re-employment with continuity in service and back

wages and other benefits. Since the termination of service of the petitioner from the respondent institution is illegal.

3. *Per contra*, traversing the averments the claim statement, the respondent filed the counter with the averments which runs thus:

Thiru Mohan is working as Personnel Officer in the respondent Medical College and Hospital. The petitioner was engaged as tanker driver and used to bring water to the hospital, canteen and to the staff quarters at Karaikal. His engagement was purely casual and need based and he was in consolidated monthly salary. The tanker vehicles were not being operated for over 2 months and the usage of tankers became vague and unusable. The petitioner was engaged as tanker driver purely as casual and on temporary basis and was informed in advance that his services could not be required by a letter, dated 10-12-2009. The petitioner did not object to the above proposal and was receiving full wages without reporting for duty from 14-12-2009 to 31-3-2012. The petitioner was given full opportunities and also the decision of the respondent was clearly communicated.

The petitioner's services was terminated with effect from 31-3-2010 by an order of termination, dated 30-3-2010. Accordingly a total sum of ₹ 24,930 was paid by cheque and the same has been received and encashed by the petitioner. The petitioner remained absent and was receiving full wages without doing any work and has not objected to the decision of the respondent. Subsequently the respondent paid the severance benefit and the petitioner having received and encashed raised this industrial dispute which is not maintainable. The contention of the petitioner that he has been terminated from service is with ulterior motive is subject to strict proof. The writ petition filed by the petitioner and the action taken by the respondent. The respondent has terminated the service purely out of necessity for obvious reasons that the usage of tanker lorries became unviable and his termination was made by giving full opportunity to the petitioner.

4. On the side of the petitioner PW.1 was examined, and the side of the respondent RW.1 was examined, on the petitioner's side Ex.P1 to Ex.P8 were marked. On the side of the respondent Ex.R1 to Ex.R8 were marked.

5. *The point for consideration is:*

Whether the industrial dispute can be allowed?

6. *On this point:*

According to the petitioner he was working as driver in the Vinayaka Missions Medical College and Hospital, Karaikal, in the year 2000, on contractual basis for 121

months with the date of joining on consolidated pay of ₹ 2,500 per month. But the payment order was dated 18-6-2003 then on 30-3-2010 the petitioner was removed from service the last pay received by the petitioner is ₹ 5,500 he has given an complaint before the Labour Officer, Karaikal and the matter was not settled and the report is dated 26-9-2011. Since, there was water curiosity in the Vinayaga Missions Medical College and Hospital, canteen and quarters, the management made an arrangement to bring water through tanker lorries. So far that purpose more than seven heavy vehicle drivers were appointed and deposited water. The petitioner had worked in the management for eight years continually from 18-6-2003 onwards a consolidated pay of ₹ 2,500 was given to him. The petitioner demanded monthly salary from the management but the drivers was appointed after him were made permanent, so he had given a complaint before the Labour Officer.

7. On receipt of the notice the management approached the Madras High Court and filed a writ petition and the writ was allowed so as per the order, dated 30-3-2010. The management asked the petitioner not to come to the work from not to attend work 31-3-2010 onwards. The petitioner had worked in that institution for more than 240 days continually he was not given any earlier notice. Salary or compensation after removing him from his work some other person was appointed for that post no proper departmental enquiry was conducted in this matter. So the termination of service is not legal and so he has filed this petition with prior that the termination order, dated 31-3-2010 is illegal and direct the management to give him employment again with continuity of service with back wages and other benefits.

PW.1 in his cross-examination deposed as follows:

10-12-2009 எதிர்மனுதாரர் கடிதத்தின்மூலம் வேறு வேலை மூன்று மாதத்திற்கு பார்த்துக் கொள்ளும்படி எங்களுக்கு கொடுத்தார்கள் என்றால் சரிதான். மூன்று மாதம் வேறு வேலை இல்லாமல் சம்பளம் கொடுத்தார்கள். 31-3-2010 முதல் நிர்வாகத்தில் வேலை இல்லை என்று பணியில் இருந்து விடுவித்தார்கள் என்றால் சரிதான். பணி நீக்கம் செய்தபோது எத்தனை வருடம் பணிபுரிந்தோமோ அதற்கு ஒரு வருடத்திற்கு 15 நாட்கள் தொகை கொடுத்தார்கள் என்றால் சரிதான். முன் அறிவிப்பு சம்பளம் கொடுத்தார்களா என்பது ஞாபகமில்லை. மொத்தம் ரூபாய் 24,930 கொடுத்தார்களா என்றால் சரிதான். மூன்று மாத சம்பளம் வாங்கும்போது ஆட்சேபணை எழுத்து மூலமாக தெரிவிக்கவில்லை என்றால் சரிதான். ரூபாய் 24,930 காசோலையாக எதிர்மனுதாரர் நிறுவனத்தில் இருந்து பெற்றுக் கொண்டேன். அதை திரும்ப அனுப்பவில்லை.

In this regard RW.1 in his cross-examination deposed as follows :

பணி நியமனம் 2003-ல் செய்வதற்கு முன்னால் 2000 வருடம் முதல் 2003 வரை எங்கள் கல்லூரியில் கல்லூரி வாகனம் ஒட்டினார் என்பது சரிதான். ஆனால், அவர் வெளி ஒப்பந்ததாரரிடம் ஒப்பந்த

அடிப்படையில் வாகனம் ஓட்டி வந்தார் என்றால் சரிதான். 2003-ல் அவருக்கு நியமன உத்தரவு வழங்கப்பட்டது முதல் அவருக்கு மாத சம்பளம் ரூபாய் 2,500 கொடுக்கப்பட்டு வந்தது. அதன்பிறகு படிப்படியாக அவருக்கு சம்பளம் உயர்த்தப்பட்டு கடைசியாக பணி நீக்கம் செய்யப்பட்ட போது ரூபாய் 5,540 வழங்கப்பட்டது. 2003 முதல் பணிநீக்கம் செய்யப்பட்டது வரை மனுதாரர் தொடர்ச்சியாக 7 ஆண்டு காலம் பணிபுரிந்து வந்துள்ளார். இந்த 7 ஆண்டு பணி காலத்தில் அவர் மீது எந்தவித குற்றச்சாட்டும் கிடையாது என்றால் சரிதான். 12-3-2005-ல் தனக்கு பணி நிரந்தரம் செய்ய வேண்டும் என்றும் மற்றும் சம்பள உயர்வு மற்றும் இதர சலுகைகள் அளிக்க கோரி மனு அளித்தார் என்றால் ஞாபகமில்லை. 12-3-2005-ல் மனுதாரர் அதுபோன்று மனு கொடுத்தார் என்றும் நான் அதை, நாங்கள் பரிசீலனைக்கு எடுத்துக் கொண்டோம். ஆனால் குறைந்த சம்பளத்தை அளித்துவிட்டு அவரது கோரிக்கைகளை, நாங்கள் நிராகரித்து விட்டோம் என்றால் சரியல்ல. மனுதாரருக்கு பிறகு 2002-லிருந்து பணிபுரிந்து வந்த ஆர். கணேசன், எம்.பி. சண்முகவேல், டி.அனந்தமூர்த்தி மற்றும் முரளிதரன் ஆகியோர்கள் மட்டும் பணிநிரந்தரம் செய்து சம்பளம் மற்றும் இதர சலுகைகளை அதிகமாக அளித்தேன் என்றால் சரியல்ல. ஆனால் அவர்கள் நிரந்தர பணியாளர்களாக 2000 முன்னரே, 1998 முதல் பல்வேறு தேதிகளில் இருந்து பணி செய்து வருகிறார்கள் மற்றும் ஓட்டுநர்கள் 1998 முதல் நிரந்தர பணியாளர்களாக இருந்து வருகிறார்கள் என்பதற்கு ஆவணங்கள் அளிக்கவில்லை என்றால் சரியல்ல. மனுதாரருக்கு கீழே கிளினராக பணிபுரிந்த சுரேஷ், கந்த முருகன் ஆகியோர்களுக்கு பதவி உயர்வு கொடுத்து ஓட்டுநர்களாக நிரந்தரம் ஆக்கப்பட்டுள்ளனர் என்றால் சரிதான்.

சென்னை தொழிலாளர்கள் துறை அலுவலகத்திலிருந்து தொழிலாளர் ஆய்வாளர் வட்டம் 3-லிருந்து எங்களுக்கு அறிவிப்பு வந்தபிறகு அந்த நடவடிக்கைகள் நிலுவையிலிருந்த பொழுதுதான் மனுதாரரை பணிநீக்கம் செய்தோம். மனுதாரர்மீது வேறு எந்தக் குற்றச்சாட்டும் இல்லை. குற்றச்சாட்டும் எதுவும் இல்லாததால் உள்துறை விசாரணை எதுவும் நடத்தவில்லை. மனுதாரர் டேங்கர் லாரி டிரைவராக இருந்து வந்தார். டேங்கர் லாரியை நாங்கள் இனி பயன்படுத்துவதில்லை என்பதால் அவருக்கு வேலை இல்லை. அவரது வேலை முடிவுக்கு வந்து அவர் விடுவிக்கப்பட்டார். டேங்கர் லாரி ஓட்டுவதை தவிர கல்லூரி பேருந்து, ஆம்புலன்ஸ் மற்றும் கல்லூரிக்கு வருகை புரியும் வி.ஐ.பி. நபர்களைக்கொண்டு சென்று விடுதல் போன்ற பணிகளை மனுதாரர் செய்து வந்தார் என்றால் சரியல்ல.

8. It is admitted by the respondent that the petitioner worked in their institution from the year 2000 onwards but he was given an appointment order only in the year 2003. It is admitted by the RW.1 that the cleaners who worked under the petitioner were promoted as drivers. It is further admitted since the petitioner filed an application before the Labour Officer for monthly salary for giving him monthly salaries basis work and to regularise his job and it is admitted that an notice was issued to the respondent.

RW1 admits தொழிலாளர்கள் துறை அலுவலகத்திலிருந்து தொழிலாளர் ஆய்வாளர் வட்டம் 3-லிருந்து எங்களுக்கு அறிவிப்பு வந்தபிறகு அந்த நடவடிக்கைகள் நிலுவையிலிருந்தபொழுதுதான் மனுதாரரை பணிநீக்கம் செய்தோம்.

9. RW.1 further admits there was no allegations against the petitioner on earlier occasions so the act done by the respondent is not a correct one. But the petitioner has also proved certain facts. He has denied that three months notice was not given to him and compensation was not given to him and so on. But, it is proved by the respondent through records. So the procedure adopted after the termination of service of the petitioner is not illegal and it is correct one. It is very clear that the respondent institution had several work in the drivers and so there is no necessity to terminate the service of the petitioner who has worked there for continuous period of eight years they can give him driver job in some other vehicle. If the tanker lorry is no more required they can give him job as a driver in some other vehicle like college bus, ambulance and so on. So the termination of service is not legal. There is violation of natural justice in this regard. Hence the petitioner sought for declaration that the termination of service order, dated 31-3-2010 is illegal and he sought for re-employment with continuity in service and back wages and other benefits. Since the termination of service of the petitioner from the respondent institution is illegal. The declaration is sought for is granted. Since the termination of service is illegal, the respondent is directed to give employment to the petitioner with continuity of service and back wages and other benefits after deducting the amount given to him after termination.

10. In the result, the claim petition filed by the petitioner is allowed. No costs.

Typed to my dictation, corrected and pronounced by me in the open court on this the 12th day of April 2014.

S. MARY ANSELAM,
Presiding Officer,
Labour Court (FAC),
Pondicherry.

List of petitioner's witness:

PW.1 — 28-6-2012 — D. Jayaprakash

List of respondent's witness :

RW.1 — 12-12-2012 — S. Mohan

List of petitioner's exhibits :

Ex.P1 — Copy of appointment order, dated 18-6-2003.

Ex.P2 — Copy of petition given by petitioner to Labour Officer, dated 15-10-2008.

Ex.P3 — Copy of written statement issued by respondent, dated 11-3-2009.

Ex.P4 — Copy of letter given by respondent to petitioner, dated 10-12-2009.

- Ex.P5 — Copy of order of termination, dated 30-3-2010.
- Ex.P6 — Copy of letter given by petitioner to respondent, dated 17-5-2010.
- Ex.P7 — Copy of writ petition, dated 26-8-2010.
- Ex.P8 — Copy of wages statement, dated 3-3-2011.

List of respondent's exhibits :

- Ex.R1 — Copy of authorisation letter, dated 22-11-2012.
- Ex.R2 — Copy of the notice issued by the respondent to the petitioner, dated 10-12-2009.
- Ex.R3 — Copy of wages statement for the month of December 2009.
- Ex.R4 — Copy of wages statement for the month of January 2010.
- Ex.R5 — Copy of wages statement for the month of February 2010.
- Ex.R6 — Copy of wages statement for the month of March 2010.
- Ex.R7 — Copy of termination order, dated 30-3-2010.
- Ex.R8 — Copy of cheque sent to the petitioner, dated 30-3-2010.

S. MARY ANSELAM,
Presiding Officer,
Labour Court (FAC),
Pondicherry.

**GOVERNMENT OF PUDUCHERRY
LABOUR DEPARTMENT**

(G.O. Rt. No. 98/Lab./AIL/J/2014, dated 17th June 2014)

NOTIFICATION

Whereas, an award in I.D.(L) No. 56/2012, dated 12-4-2014 of the Labour Court, Puducherry in respect of the industrial dispute between the Vinayaga Missions Medical College and Hospital, Karaikal and Thiru R. Arul Jothi, over non-employment has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) read with the notification issued in Labour Department's G.O. Ms. No. 20/91/Lab./L, dated 23-5-1991, it is hereby directed by Secretary to Government (Labour) that the said Award shall be published in the official gazette, Puducherry.

(By order)

S. THAMMU GANAPATHY,
Under Secretary to Government (Labour).

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Present : Tmt. S. MARY ANSELAM, M.A., M.L.,
Presiding Officer(FAC), Labour Court.

Saturday, the 12th day of April 2014

I.D. (L) No. 56/2012

R. Arul Jothi Petitioner

Versus

The Management,
M/s. Vinayaka Missions Medical
College and Hospital, Karaikal. Respondent

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This industrial dispute has been referred as per the G.O. Rt. No. 208/AIL/Lab./J/2011, dated 25-11-2011 for adjudicating the following:-

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(2) If justified, to what relief the petitioner is entitled to?

(3) To compute the relief, in terms of money, if it can be so computed?

2. The facts giving rise to this industrial dispute as stood exposed from the claim petition runs thus:-

The petitioner he was working as driver in the Vinayaka Missions Medical College and Hospital, Karaikal, in the year 2000, on contractual basis for 121 months with the date of joining on consolidated pay of ₹ 2,500 per month. But, the payment order was dated 18-6-2003 then on 30-3-2010 the petitioner was removed from service the last pay received by the petitioner is ₹ 5,500 he has given an complaint before the Labour Officer, Karaikal and the matter was not settled and the report is dated 26-9-2011. Since, there was water curiosity in the Vinayaka Missions Medical College and Hospital canteen and quarters, the management made an arrangement to bring water through tanker lorries. So far that purpose more than seven heavy vehicle drivers were appointed and deposited water. The petitioner had worked in the management for eight years continually from 18-6-2003 onwards a consolidated pay of ₹ 2,500 was given to him.

The petitioner had worked in that institution for more than 240 days continually he was not given any earlier notice. Salary or compensation after removing him from his work some other person was appointed for that post no proper departmental enquiry was conducted in this matter. So, the termination of service is not legal and so he has filed this petition with prior that the termination order, dated 31-3-2010 is illegal and direct the management to give him employment again with continuity of service with back wages and other benefits. But, the petitioner has also proved certain facts. He has denied that three months was not given to him and compensation was not given to him and so on. But, it is proved by the respondent through records. So, the procedure adopted after the termination of service of the petitioner is not illegal and it is correct one.

It is very clear that the respondent institution had several work in the drivers and so, there is no necessity to terminate the service of the petitioner who has work there for continuous period of eight years they can give driver job in some other vehicle. If the tanker lorry is no more required they can give him job as a driver in some other vehicle like college bus, ambulance and so on. So the termination of service is not legal. There is violation of natural justice in this regard. Hence the petitioner sought for declaration that the termination of service order, dated 31-3-2010 is illegal and he sought for re-employment with continuity in service and back wages and other benefits. Since the termination of service of the petitioner from the respondent institution is illegal.

3. *Per contra*, traversing the averments the claim statement, the respondent filed the counter with the averments which runs thus:

Thiru Mohan is working as Personnel Officer in the respondent Medical College and Hospital. The petitioner was engaged as tanker driver and used to bring water to the hospital, canteen and to the staff quarters at Karaikal. His engagement was purely casual and need based and he was in consolidated monthly salary. The tanker vehicles were not being operated for over 2 months and the usage of tankers became vague and unusable. The petitioner was engaged as tanker driver purely as casual and on temporary basis and was informed in advance that his services could not be required by a letter, dated 10-12-2009. The petitioner did not object to the above proposal and was receiving full wages without reporting for duty from 14-12-2009 to 31-3-2012. The petitioner was given full opportunities and also the decision of the respondent was clearly communicated.

The petitioner's services was terminated with effect from 31-3-2010 by an order of termination, dated 30-3-2010. Accordingly a total sum of ₹ 24,930 was paid by cheque and the same has been received and encashed by the petitioner. The petitioner remained absent and was receiving full wages without doing any work and has not objected to the decision of the respondent. Subsequently, the respondent paid the severance benefit and the petitioner having received and encashed raised this industrial dispute which is not maintainable. The contention of the petitioner that he has been terminated from service is with ulterior motive is subject to strict proof. The writ petition filed by the petitioner and the action taken by the respondent. The respondent has terminated the service purely out of necessity for obvious reasons that the usage of tanker lorries became unviable and his termination was made by giving full opportunity to the petitioner.

4. On the side of the petitioner PW1 was examined, and the side of the respondent RW1 was examined, on the petitioner's side Ex.P1 to Ex.P8 were marked. On the side of the respondent Ex.R1 to Ex.R8 were marked.

5. *The point for consideration is:*

Whether the industrial dispute can be allowed?

6. *On this point:*

According to the petitioner he was working as driver in the Vinayaka Missions Medical College and Hospital, Karaikal, in the year 2000, on contractual basis for 121 months with the date of joining on consolidated pay of ₹ 2,500 per month. But, the payment order was dated 18-6-2003 then on 30-3-2010 the petitioner was removed from service the last pay received by the petitioner is ₹ 5,500 he has given an complaint before the Labour Officer, Karaikal and the matter was not settled and the report is dated 26-9-2011. Since, there was water curiosity in the Vinayaga Missions Medical College and Hospital, canteen and quarters. The management made an arrangement to bring water through tanker lorries. So far that purpose more than seven heavy vehicle drivers were appointed and deposited water. The petitioner had worked in the management for eight years continually from 18-6-2003 onwards a consolidated pay of ₹ 2,500 was given to him. The petitioner demanded monthly salary from the management but the drivers was appointed after him were made permanent, so he had given a complaint before the Labour Officer.

7. On receipt of the notice the management approached the Madras High Court and filed a writ petition and the writ was allowed so, as per the order, dated 30-3-2010. The management asked the petitioner not to come to the work from not to attend work 31-3-2010 onwards. The petitioner had worked in that institution for more than 240 days continually he was not given

any earlier notice. Salary or compensation after removing him from his work some other person was appointed for that post no proper departmental enquiry was conducted in this matter. So, the termination of service is not legal and so he has filed this petition with prior that the termination order, dated 31-3-2010 is illegal and direct the management to give him employment again with continuity of service with back wages and other benefits.

PW1 in his cross-examination deposed as follows:

10-12-2009 எதிர்மனுதாரர் கடிதத்தின்மூலம் வேறு வேலை மூன்று மாதத்திற்கு பார்த்துக்கொள்ளும்படி எங்களுக்கு கொடுத்தார்கள் என்றால் சரிதான். மூன்று மாதம் வேறு வேலை இல்லாமல் சம்பளம் கொடுத்தார்கள். 31-3-2010 முதல் நிர்வாகத்தில் வேலை இல்லை என்று பணியில் இருந்து விடுவித்தார்கள் என்றால் சரிதான். பணி நீக்கம் செய்தபோது எத்தனை வருடம் பணிபுரிந்தோமோ அதற்கு ஒரு வருடத்திற்கு 15 நாட்கள் தொகை கொடுத்தார்கள் என்றால் சரிதான். முன்பு அறிவிப்பு சம்பளம் கொடுத்தார்களா என்பது ரூபாயில்லை. மொத்தம் ரூபாய் 24,930 கொடுத்தார்களா என்றால் சரிதான். மூன்று மாத சம்பளம் வாங்கும்போது ஆட்சேபணை எழுத்து மூலமாக தெரிவிக்கவில்லை என்றால் சரிதான். ரூபாய் 24,930 காசோலையாக எதிர்மனுதாரர் நிறுவனத்தில் இருந்து பெற்றுக் கொண்டேன். அதை திரும்ப அனுப்பவில்லை.

In this regard RW1 in his cross-examination deposed as follows:

பணி நியமனம் 2003-ல் செய்வதற்கு முன்னால் 2000 வருடம் முதல் 2003 வரை எங்கள் கல்லூரியில் கல்லூரி வாகனம் ஒட்டினார் என்பது சரிதான். ஆனால், அவர் வெளி ஒப்பந்ததாரரிடம் ஒப்பந்த அடிப்படையில் வாகனம் ஒட்டி வந்தார் என்றால் சரிதான். 2003-ல் அவருக்கு நியமன உத்தரவு வழங்கப்பட்டது முதல் அவருக்கு மாத சம்பளம் ரூபாய் 2,500 கொடுக்கப்பட்டு வந்தது. அதன்பிறகு படிப்படியாக அவருக்கு சம்பளம் உயர்த்தப்பட்டு கடைசியாக பணிநீக்கம் செய்யப்பட்ட போது ரூபாய் 5,540 வழங்கப்பட்டது. 2003 முதல் பணிநீக்கம் செய்யப்பட்டது வரை மனுதாரர் தொடர்ச்சியாக 7 ஆண்டு காலம் பணிபுரிந்து வந்துள்ளார். இந்த 7 ஆண்டு பணி காலத்தில் அவர்மீது எந்தவித குற்றச்சாட்டும் கிடையாது என்றால் சரிதான். 12-3-2005-ல் தனக்கு பணி நிரந்தரம் செய்ய வேண்டும் என்றும் மற்றும் சம்பள உயர்வு மற்றும் இதர சலுகைகள் அளிக்க கோரி மனு அளித்தார் என்றால் ரூபாயில்லை. 12-3-2005-ல் மனுதாரர் அது போன்று மனு கொடுத்தார் என்றும் நான் அதை, நாங்கள் பரிசீலனைக்கு எடுத்துக்கொண்டோம், ஆனால் குறைந்த சம்பளத்தை அளித்துவிட்டு அவரது கோரிக்கைகளை நாங்கள் நிராகரித்து விட்டோம் என்றால் சரியல்ல. மனுதாரருக்குப்பிறகு 2002லிருந்து பணிபுரிந்துவந்த ஆர். கணேசன், எம்.பி. சண்முகவேல், டி. ஆனந்தமூர்த்தி மற்றும் முரளிதரன் ஆகியோர்கள் மட்டும் பணிநிரந்தரம் செய்து சம்பளம் மற்றும் இதர சலுகைகளை அதிகமாக அளித்தேன் என்றால் சரியல்ல. ஆனால் அவர்கள் நிரந்தர பணியாளர்களாக 2000 முன்னரே, 1998 முதல் பல்வேறு தேதிகளில் இருந்து பணிசெய்து வருகிறார்கள் மற்றும் ஒட்டுநர்கள் 1998 முதல் நிரந்தர

பணியாளர்களாக இருந்துவருகிறார்கள் என்பதற்கு ஆவணங்கள் அளிக்கவில்லை என்றால் சரியல்ல. மனுதாரருக்கு கீழே கிளினராக பணிபுரிந்த சுரேஷ், கந்த முருகன் ஆகியோர்களுக்கு பதவியைக் கொடுத்து ஒட்டுநர்களாக நிரந்தரம் ஆக்கப்பட்டுள்ளனர் என்றால் சரிதான்.

சென்னை தொழிலாளர்கள் துறை அலுவலகத்திலிருந்து தொழிலாளர் ஆய்வாளர் வட்டம் 3லிருந்து எங்களுக்கு அறிவிப்பு வந்தபிறகு அந்த நடவடிக்கைகள் நிலுவையிலிருந்த பொழுதுதான் மனுதாரரை பணிநீக்கம் செய்தோம். மனுதாரர் மீது வேறு எந்தக் குற்றச்சாட்டும் இல்லை. குற்றச்சாட்டும் எதுவும் இல்லாததால் உள்துறை விசாரணை எதுவும் நடத்தவில்லை. மனுதாரர் டேங்கர் லாரி டிரைவராக இருந்து வந்தார். டேங்கர் லாரியை நாங்கள் இனி பயன்படுத்துவதில்லை என்பதால் அவருக்கு வேலை இல்லை. அவரது வேலை முடிவுக்கு வந்து அவர் விடுவிக்கப்பட்டார். டேங்கர் லாரி ஒட்டுவதை தவிர கல்லூரி பேருந்து, ஆம்புலன்ஸ் மற்றும் கல்லூரிக்கு வருகைபுரியும் வி.ஐ.பி. நபர்களைக் கொண்டு சென்று விடுதல் போன்ற பணிகளை மனுதாரர் செய்து வந்தார் என்றால் சரியல்ல.

8. It is admitted by the respondent that the petitioner worked in their institution from the year 2000 onwards but he was given an appointment order only in the year 2003. It is admitted by the RW1 that the cleaners who worked under the petitioner were promoted as drivers. It is further admitted since the petitioner filed an application before the Labour Officer for monthly salary for giving him monthly salaries basis work and to regularise his job and it is admitted that an notice was issued to the respondent.

RW1 admits தொழிலாளர்கள் துறை அலுவலகத்திலிருந்து தொழிலாளர் ஆய்வாளர் வட்டம் 3லிருந்து எங்களுக்கு அறிவிப்பு வந்தபிறகு அந்த நடவடிக்கைகள் நிலுவையிலிருந்த பொழுதுதான் மனுதாரரை பணிநீக்கம் செய்தோம்.

9. RW1 further admits there was no allegations against the petitioner on earlier occasions so the act done by the respondent is not a correct one. But the petitioner has also proved certain facts. He has denied that three months was not given to him and compensation was not given to him and so on. But, it is proved by the respondent through records. So the procedure adopted after the termination of service of the petitioner is not illegal and it is correct one. It is very clear that the respondent institution had several work to the drivers and so there is no necessity to terminate the service of the petitioner who has worked there for a continuous period of eight years they can give driver job in some other vehicle. If the tanker lorry is no more required they can give him job as a driver in some other vehicle like college bus, ambulance and so on. So the termination of service is not legal. There is violation of natural justice in this regard. Hence the petitioner sought for declaration that the termination of service order, dated 31-3-2010 is illegal and he sought for re-employment with continuity in service and back wages and other benefits. Since the termination of

service of the petitioner from the respondent institution is illegal. The declaration sought for is granted. Since the termination of service is illegal, the respondent is directed to give employment to the petitioner with continuity of service and back wages and other benefits after deducting the amount given to him after termination.

10. In the result, the claim petition filed by the petitioner is allowed. No costs.

Typed to my dictation, corrected and pronounced by me in the open court on this the 12th day of April 2014.

S. MARY ANSELAM,
Presiding Officer,
Labour Court (FAC), Pondicherry.

List of petitioner's witness:

PW.1 — 25-6-2012 — R. Arul Jothi

List of respondent's witness:

RW.1 — 12-12-2012 — S. Mohan

List of petitioner's exhibits:

Ex.P1 — Copy of Appointment Order, dated 18-6-2003.

Ex.P2 — Copy of petition given by petitioner to Labour Officer, dated 15-10-2008.

Ex.P3 — Copy of written statement issued by respondent, dated 11-3-2009.

Ex.P4 — Copy of letter given by respondent to petitioner, dated 10-12-2009.

Ex.P5 — Copy of writ petition, dated 26-8-2010.

Ex.P6 — Copy of wages statement, dated 3-3-2011.

List of respondent's exhibits:

Ex.R1 — Copy of authorisation letter, dated 22-11-2012.

Ex.R2 — Copy of the notice issued by the respondent to the petitioner, dated 10-12-2009.

Ex.R3 — Copy of wages statement for the month of December 2009.

Ex.R4 — Copy of wages statement for the month of January 2010.

Ex.R5 — Copy of wages statement for the month of February 2010.

Ex.R6 — Copy of wages statement for the month of March 2010.

Ex.R7 — Copy of termination order, dated 30-3-2010.

Ex.R8 — Copy of cheque sent to the petitioner, dated 30-3-2010.

S. MARY ANSELAM,
Presiding Officer,
Labour Court (FAC), Puducherry.

GOVERNMENT OF PUDUCHERRY

LABOUR DEPARTMENT

(G.O. Rt. No. 99/Lab./AIL/J/2014, dated 18th June 2014)

NOTIFICATION

Whereas, an award in I.D.(L) No. 41/2012, dated 12-4-2014 of the Labour Court, Puducherry in respect of the industrial dispute between the management of M/s. Ramkumar Agencies, Karaikal and Thiru N. Sasikumar over non-employment has been received;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947) read with the notification issued in Labour Department's G.O. Ms. No. 20/91/Lab./L, dated 23-5-1991, it is hereby directed by Secretary to Government (Labour) that the said award shall be published in the official gazette, Puducherry.

(By order)

S. THAMMU GANAPATHY,
Under Secretary to Government (Labour).

BEFORE THE LABOUR COURT AT PONDICHERRY

Present : Tmt. S. MARY ANSELAM, M.A., M.L.,
Presiding Officer(FAC), Labour Court.

Saturday, the 12th day of April 2014

I.D. (L) No. 41/2012

Sasikumar . . . Petitioner

Versus

M/s. Ramkumar Agencies,
Karaikal. . . Respondent

This industrial dispute coming on 5-4-2014 for final hearing before me in the presence of Thiru S. Ramalingam, Counsel for the petitioner, Thiru A. Thirumalvalavan, Counsel for the respondent, upon hearing both sides, upon perusing the case records, after having stood over for consideration till this day, this court passed the following:

AWARD

This industrial dispute has been referred as per the G.O. Rt. No.156/ AIL/Lab./J/2007, dated 14-11-2007 for adjudicating the following :

(1) Whether the dispute raised by Thiru N. Sasikumar, by the management of M/s. Ramkumar Agencies, Karaikal is justified or not?

(2) If not, what relief he is entitled to?

(3) To compute the relief, if any, awarded in terms of money, if it can be so computed?

2. The facts giving rise to this industrial dispute as stood exposted from the claim petition runs thus:-

The facts giving as per the claim petition is that the petitioner joined as one of the salesmen in the respondent agencies on 15-7-2001 and his monthly salary was fixed at ₹ 1,500 and his actually paid only ₹ 1,200 and the remaining balance of ₹ 3,600 in that year will still in the custody of respondent and they have promised to pay ₹ 3,600 at the time of marriage of the petitioner's sister. The actual management and the routine of the respondent company agencies was in the hands of one Ulaganathan, who is a Pharmacist working in E.S.I. Government Hospital, Nedungadu. The monthly salary was enhanced from ₹ 1,500 to ₹ 2,500 after one year and the petitioner was actually paid only ₹ 1,500 and the remaining amount of ₹ 1,000 per month to tune of ₹ 12,000 was actually in the custody of respondent agency. The monthly salary was enhanced to ₹ 3,750 from 15-7-2003 up to 30-11-2005. The petitioner was actually paid ₹ 2,000 only and the balance amount to the tune of ₹ 1,750 for 29 months from 1-7-2003 till 30-11-2005 to the tune of ₹ 50,750 (Rupees fifty thousand seven hundred and fifty only) are still in the custody of the respondent.

The monthly salary due to December 2005 was not paid to the petitioner. As a result, the respondent is liable to pay ₹ 70,100 (Rupees seventy thousand and one hundred only) to the petitioner. In order to appreciate his hardwork a TVS Scooty ES was given to the petitioner gift for Hindustan Lever Limited, Madras and to disappoint of respondent unto the disappointment the respondent with collusion of the said Ulaganathan has sold away for ₹ 24,000 (Rupees twenty-four thousand only) and in fact the sale amount was not paid to the petitioner who is legally entitled to receive the sale proceeds. In this aspect also both Kethara Gnanam and Ulaganathan had misappropriated the sale proceeds to the tune of ₹ 24,000 and hence the respondent liable to pay ₹ 24,000 to the petitioner. The respondent had shifted his office from No. 37, Neelakidangu Street, Karaikal to No. 12, Church Street, Karaikal in the year 2004. The petitioner is continuously working as salesman and he was entitled periodical incentives from every month and in this connection also is entitled to ₹ 76,500 for 51 months at the average rate of ₹ 1,500 per month. The respondent agencies did not pay anything from their own pocket and in fact, various companies sent the incentives by way of demand draft in the name of petitioner. Originally incentives were deducted in the invoice itself and the respondent company is only liable to pay. A number of complaints for non-payment of incentives were given to various companies and as a result by demand draft in the name of the petitioner.

Ulaganathan, had clearly with the help of Kethara Gnanam had opened in the account in the name of the petitioner in the Corporation Bank of Karaikal Branch as per Account No. SB 01/001298, dated 22-10-2003 and the incentives were withdrawn by them by means of withdrawal forms and later on a cheque book containing 10 leaves and they were only duly signed by the petitioner and handed over to the respondent. The cheque book in custody of the respondent. The respondent with the help of Ulaganathan had received the incentives with the help of cheque leaves and the petitioner had already filed a criminal complaint in C.C. No. 213/2007 on the files of the Judicial Magistrate No. 2 of Karaikal against the Kethara Gnanam, Naganathan, Ulaganathan and Prabhakaran for an offence under section 464 and 420 I.P.C. read with 34 I.P.C. The case is pending enquiry. All the accused had handed over a cheque bearing No. 545234 drawn in the Corporation Bank of Karaikal to one Prabhakaran and the Prabhakaran had filed a criminal case against after filling up a fabulous sum of ₹ 3,80,000 (Rupees three lakhs and eighty thousand only) from the Prabhakaran. A false complaint given against the petitioner under section 138 of Negotiable Instrument Act and the case is pending before Judicial Magistrate No. 2, Karaikal in STR.1308/2007. The respondent had persuaded the petitioner to give evidence on his side in connection with the sale of ready shaver to the tune of ₹ 2,50,000 by Ramkumar Agencies of Commercial Traders run by Mr. Tajudeen who had purchased ready shaver at the rate of ₹ 7.50 np per piece from the respondent agencies for ₹ 19,44,000. An enquiry was conducted and an amicable settlement was arrived and the S.I. of Police, Karaikal Town since the petitioner had not committed any offence. The petitioner service was terminated all of a sudden and without any reason and he moved to the Labour Court of Karaikal praying besides emoluments in addition to other demands and compensation amount of ₹ 50,000 from the respondent.

3. *Per contra*, traversing the averments the claim statement, the respondent filed the counter with the averments which runs thus:

That the petitioner joined duty on 15-7-2001 as salesman. He is an unqualified salesman. He does not possess "Salesman Licence" issued by the Commercial Taxes Department, Karaikal. The initial monthly salary was fixed at ₹ 1,500 per month. It is duty of the petitioner to prove that he was paid to ₹ 1,200 per month. There is no connection between the businesses of M/s. Ramkumar Agencies and that of the Ulaganathan. Thereafter, the salary of the petitioner was enhanced to ₹ 1,600. The petitioner was never paid ₹ 3,750 as his salary. Apart from the salary he has received incentive from the respondent which varies from month to month based on his performance. Only on perusal of the record

maintained by him, the incentive amount could be payable to him. There are no dues payable to the petitioner by the respondent as on date. The petitioner had been working with the respondent only 9th December 2005. His salary for the 9 days amounting to ₹ 570 and the same is custody of the respondent. The petitioner did not work till the end of the December 2005 and he has right to claim entire salary for demands. The Hindustan Lever Limited had arranged and handed over the TVS Scooty ES to the petitioner and the RC Book stands in his name and the respondent does not know anything whether he sold the same or not. Neither the respondent nor Ulaganathan, in his no way connected with this transaction.

The respondent submits that they were Public Limited Company's products. The salesman incentive in any form is recorded in the salesman diary, which is always periodically countersigned by the company's representative or sales officer. As regards to the demand draft payment, the draft which is always crossed with "Account Payee only" is the authentication of payment from the company to the beneficiary. So, there is no claim for payment of incentive dues to the petitioner. The case in CC.213/2007 is stayed by the High Court in Cr.M.P. No. 1/2008 in Cr.L.O.P. No.13431/2008, dated 13-6-2008. The petitioner had opened his savings bank account to the Corporation Bank from his own benefit to encash the payment issued by the companies towards his incentives. The respondent does not know whether the petitioner availed cheque facilities with the savings bank account. The respondent did not know who is Prabakaran and he came only on receipt of the summons issued by Judicial Magistrate-II, Karaikal in connection with false complaint filed by the petitioner in C.C213/2007. The respondent does not know anything about the borrowal of ₹ 3,80,000 by the petitioner from Prabakaran.

On 15-12-2005 the petitioner became the business partner of M/s. Commercial Agencies, Karaikal. Hence no loss of employment arouse. In fact, the respondent has not terminated the petitioner from his service. Actually, the petitioner left the respondent's concern and his own wish and will and as on 10-12-2005, the balance payable to him is only a meager amount of ₹ 570 being the salary from 1-12-2005 to 9-12-2005. The petitioner had illegal cohabitation one Suganthi, Storekeeper. The petitioner left the concern with an arrangement to marry Suganthi and the Storekeeper left the concern during the March 2006. Now both of them well settled and living happily. The claim of the petitioner is false and not legally sustainable under law.

4. On the side of the petitioners, PW.1 and PW.2 were examined. PW.1 has deposed as it is found in his claim statement. PW.1 in his cross-examination admits that the RC book TVS Scooty stands in his name he further deposed as follows:-

கம்பெனி பொருட்களை விற்பனை செய்வதால் கம்பெனியில் பிரதிநிதி எனக்குத் தனியாக ஊக்கத்தொகை கொடுப்பர் என்றால் அது சரிதான். எவ்வளவு பொருள்களுக்கு தகுந்தாற் போல் ஊக்கத் தொகை கொடுப்பார்கள் அதற்காக தனியாக டைரி வைத்துக் கொள்வதில்லை. எனக்கு ஊக்கத்தொகை வரைவோலை மூலமாகத்தான் கம்பெனி கொடுப்பார்கள். அதற்காக நான் தனியாக கார்ப்பரேசன் வங்கியில் கணக்கு ஆரம்பித்தேன். எனக்கு கிடைக்கக் கூடிய ஊக்கத் தொகை எனக்கு தனியாக வரும் என்று சொன்னால் அது சரியல்ல. எனக்கும் எதிர்மனுதாரருக்கும் எவ்வித தொடர்பும் இல்லை என்று சொன்னால் அது சரியல்ல. கோவாச ஆ. 2-யில் உலகநாதன், பெயர் வருவதால் எனக்கு வரும் ஊக்கத் தொகை அவரே எடுத்துக் கொள்கிறார் என்பது தவறாகும் என்று சொன்னால் அது சரியல்ல. ராம்குமார் ஏஜென்ஸிக்கும் உலகநாதனுக்கும் எவ்வித தொடர்பும் இல்லை என்று சொன்னால் அது சரியல்ல. உலகநாதனுக்கு நான் தனிப்பட்ட முறையில் கொடுத்த தொகை இந்த வழக்கிற்காக சம்பந்தப்படுத்தி சொல்கிறேன் என்றால் அது சரியல்ல. மேற்படி எதிர்மனுதாரர் மற்றும் உலகநாதன் மீது போடப்பட்ட வழக்கை சென்னை உயர் நீதிமன்றத்தில் வழக்கு தாக்கல் செய்தது செல்லாது என்று உத்தரவாகி உள்ளது எனக்குத் தெரியும். பிரபாகரன் என்பவர் காசோலை மோசடி வழக்கு என் மீது எஸ்டிஆர். 1308/2007 ஒரு வழக்கு தாக்கல் செய்தார் என்றால் அது சரிதான்.

PW2 has stated in his cross-examination as follows:

முதல் விசாரணையில் கண்ட விவரங்கள் நான் சொல்லி தயாரிக்கவில்லை என்றால் அது சரிதான். முதல் விசாரணையில் சொல்லப்படும் உடன்படிக்கை ஏற்பாடு எதையும் நீதிமன்றத்தில் தாக்கல் செய்யவில்லை. மனுதாரர் ராம்குமார் ஏஜென்ஸி வேலை செய்யும் பழக்கம் ஏற்பட்டது. எனக்கும் மனுதாரருக்கு 2006 முதல் பழக்கம் வர்த்தக சங்கத்தால் தயார் செய்யப்பட்ட உடன்படிக்கையில் நான் சாட்சி கையெழுத்து இட்டுள்ளேன். கம்பெனி கொடுக்கும் ஊக்கத்தொகை சேல்ஸ்மேனுக்கு செல்லுவது பழக்கம். அது நிறுவனத்திற்கும் சேல்ஸ்மேனுக்கு உள்ள தனிப்பட்ட உடன்பாடு. அது சேல்ஸ்மேனின் கணக்கில் விற்பனைக்கு ஏற்றதுபோல் வரவு வைப்பார்கள். மனுதாரர் தாக்கல் செய்த வழக்கு சம்பள பாக்கி என்று தெரிந்துகொண்டேன். Since the close friend of PW.1 there is no possibility to give much importance to the evidence of PW.2.

RW.1 deposed in his cross-examination as follows:

எங்களது நிறுவனத்திற்கு விற்பனைக்கு பொருட்கள் கொடுத்த நிறுவனம் ஜில்லட் இந்தியா நிறுவனம் ஆகும். மேற்படி ஜில்லட் இந்தியா நிறுவன பொருட்களை மனுதாரர் பணியாற்றிய காலத்தில் எவ்வளவு தொகைக்கு விற்பனை செய்திருப்பார் என்றால் ஆவணம் இல்லை. சுமாராக 5-லிருந்து 6 லட்சம் வரை இருக்கலாம். மனுதாரர் ரூபாய் 25 லட்சத்திற்கு மேல் விற்பனை செய்தார் என்றும் அதற்காக ஜில்லட் இந்தியா நிறுவனம் மனுதாரருக்கு இன்சென்டிவாக கொடுத்தது என்றும் அந்தத் தொகையுடன் நாங்கள் மனுதாரருக்கு கொடுக்க கடமைப்பட்டவர்கள் என்றால் சரியல்ல. மனுதாரர் எங்கள் நிறுவனத்தில் பணி செய்தது, சம்பளம் கொடுத்தது சம்பந்தப்பட்ட ஆவணங்கள் எங்களது

நிறுவனத்திற்கு பொருட்கள் வாங்கியது, விற்பனை செய்தது, வரி செலுத்தியது சம்பந்தப்பட்ட ஆவணங்கள் எங்கள் நிறுவனத்தில் உள்ளது. நாங்கள் தொழிலாளர்கள் சட்ட விதிமுறைகளை கடைப்பிடிக்கவில்லை என்றும் மனுதாரர் கோரி உள்ள சம்பள நிலுவை தொகைகள், மற்றும் இழப்பீட்டு தொகைகள் உட்பட்டவைகளை மனுவில் கண்டவாறு வழங்கப்பட்டவர்கள் என்றால் சரியல்ல.

5. The point for consideration is:

Whether the industrial dispute can be allowed?

6. On this point:

According to the claim statement the petitioner claims ₹ 2,17,800 with interest at the rate of 9 per cent per annum from the date of petition up to the date of realisation from the respondent. The petitioner is expected to prove his case. There is no record to show that the fixed salary was not paid to the petitioner he has produced any record for that. It is the case of the petitioner that his service was terminated without any basis. According to the respondent he has stopped to attending the work of the respondent agency voluntarily. He was terminated by the respondent company without any basis is also not proved by the petitioner. He has not examined any witness to prove it. With regard to the payment of lesser salary also he can examine somebody from the Ramkumar Agencies. He has not examined any of them. He has further stated that TVS Scooty ES was given to the petitioner as a gift by Hindustan Lever Limited. It was also admitted by the respondent and the scooty vehicle stands in the name of the petitioner so the averment that it was sold by the respondent is without any basis. Further PW.1 admits that the RC book of vehicle stands in his name. So, without obtaining signature in the T.O. form and other connected records, it is not possible to sell the vehicle to somebody by the respondent. So the claim made by the petitioner for ₹ 24,000 prove to be a false one. It is further stated on the side of the petitioner he is entitled periodical incentives for every month and in this connection he is entitled to ₹ 76,500 he has not produced any document to show that he has done considerable sales his diary is also not produced.

7. According to RW.1 they used to pay incentive as per the sales made by the petitioner and there is no arrears so without any record. There is no possibility to presume that there was an arrears of ₹ 76,500 towards incentives. Further, it is admitted by the respondent that the company used to send the incentives by demand draft in the name of the petitioner. So, for that only he has opened the savings account in the Corporation Bank of Karaikal branch so without his knowledge and concern nobody can withdraw the incentives from that bank. He has produced the savings bank account passbook of the petitioner and is marked

as Ex.C2. Ex. C2 stands in the name of the petitioner alone. So the savings bank account money was taken by the respondent by using withdrawal forms and cheque leaves is not proved in this case. It is stated on the side of the petitioner that an enquiry was conducted in the Chamber of Commerce and an amicable settlement was available between Ramkumar Agencies and Commercial Agencies of Karaikal, dated 28-2-2006. The settlement deed, dated 28-2-2006 copy is marked as Ex.C1. Ex.C1 is a settlement between Ramkumar Agencies and Commercial Traders of Karaikal it had no connection with the petitioner. Petitioner also claimed ₹ 50,000 towards mental agony, it is stated on the side of the respondent that the petitioner left the services voluntarily and his service was not terminated by the respondent company. Further more he had joined in the Commercial Traders Company, Karaikal. So the mental agony is caused to the petitioner is also not proved through oral and documentary evidence.

8. According to the respondent the petitioner is entitled only an amount of ₹ 570. Since the claim made by the petitioner towards arrears of monthly salary, towards the sale amount of ₹ 24,000 by way of selling the TVS Scooty ES and ₹ 76,500 towards incentives and ₹ 50,000 towards compensation are not proved in this case by the petitioner clearly. The claim made by the petitioner is not proved in his case. He has not proved any aspect of the case and so he is not entitled to get the claim amount from the respondent. So the claim petition is dismissed.

9. In the result, the claim made by the petitioner is dismissed. No costs.

Typed to my dictation, corrected and pronounced by me in the open court on this the 12th day of April 2014.

S. MARY ANSELAM,
Presiding Officer,
Labour Court (FAC), Pondicherry.

List of petitioner's witnesses :

PW.1 — 6-7-2011 — N. Sasikumar

PW.2 — 23-2-2012 — K. Mohammad Ibrahim

List of respondent's witness:

RW.1 — 12-12-2012 — V. Ramanathan

List of petitioner's exhibits:

Ex.C1 — Settlement deed, dated 28-2-2006.

Ex.C2 — Passbook of the petitioner.

S. MARY ANSELAM,
Presiding Officer,
Labour Court (FAC), Pondicherry.